

AG Contract No. KR98-1014-TRN  
ADOT ECS File No JPA 98-69  
Section: Price Road/Jct US 60 -Western Canal  
TRACS No : H0833 01R  
Project No: RBA 600-1-706  
City of Tempe Contract C98-157

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE

THIS AGREEMENT is entered into 7 August, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the CITY OF TEMPE, acting by and through its MAYOR and CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has agreed to participate with the City in an amount up to \$50,000.00 to raise the wall which backs up to the Price Road Frontage Road, for 11 homes on Siesta Lane, as shown on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Project"

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 22569  
Filed with the Secretary of State  
Date Filed: 08/07/98  
Betty Bayless  
Secretary of State

By Vernon D. Greenwald

## **II. SCOPE OF WORK**

### **1. The City will:**

a. Call for bids and with the State's concurrence, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

b. Upon receiving contractor's bids, invoice the State up to \$50,000.00 for the State's costs of the Project, in an amount not to exceed \$50,000.00.

c. Develop a standard agreement with the eleven identified homeowner's, for construction easements and holding the City and the State harmless.

d. Maintain the Project outside the State's control of access.

### **2. The State will:**

a. Within 30 days after receipt of an invoice, remit to the City, in an amount not to exceed \$50,000.00, for the State's participation in the Project.

b. Maintain the Project within the State's control of access.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Tempe  
City Manager  
PO Box 5002  
Tempe, AZ 85280-5002

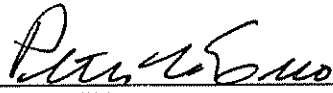
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

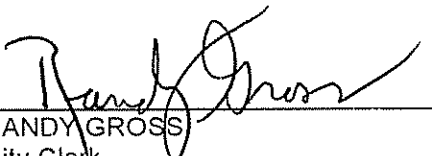
CITY OF TEMPE

STATE OF ARIZONA  
Department of Transportation

By   
NEIL G. GIULIANO  
Mayor

By   
PETER ENO  
Contract Administrator

ATTEST

By   
RANDY GROSS  
City Clerk

RESOLUTION

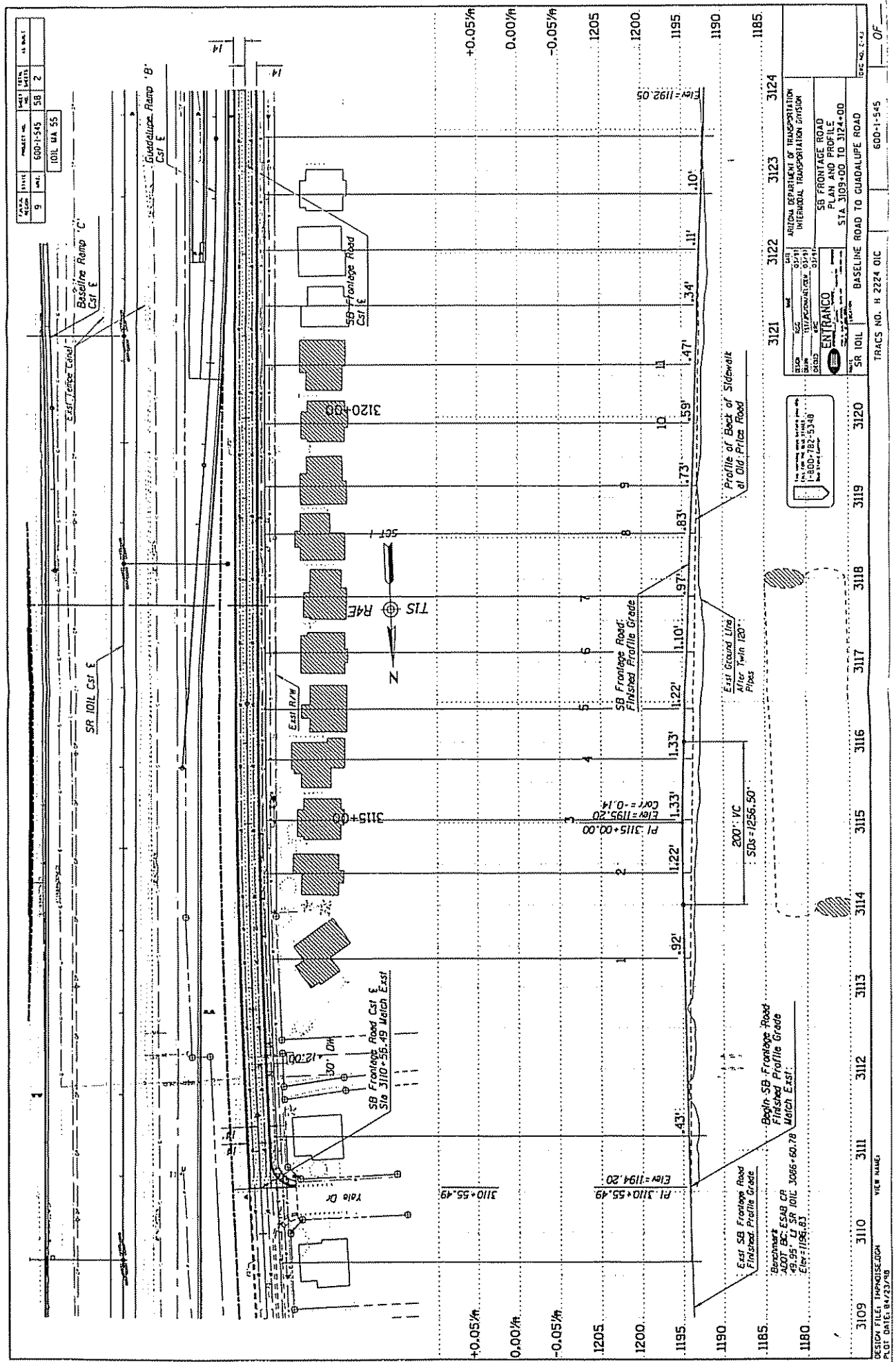
BE IT RESOLVED on this 20th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tempe for the purpose of defining responsibilities to mitigate the impact the Price Road Frontage Road has on the privacy of 11 homes on Siesta Lane.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, acting Manager  
Engineering Technical Group

for MARY E. PETERS, Director



APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 22<sup>nd</sup> day of July, 1998.

C. Brad Woodford

City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
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TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-1014TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 30, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:gt/14132

Enc.